

THE ABOUSHI LAW FIRM, PLLC

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April 18, 2025

Via electronic mail: jhutchin@law.nyc.gov
Jonathan Hutchinson
Senior Counsel
Special Federal Litigation Division
New York City Law Department
100 Church Street

**RE: Beach v. City of New York et al
Dkt. No. 21-cv-6737 (ALC)**

Dear Mr. Hutchinson,

My firm, with co-counsel, represents Plaintiff in the case named above. This is to formally document that Plaintiff is accepting Defendants' Rule 68 Offer of Judgment, dated April 16, 2025, a copy of which is attached.

I will contact you separately regarding the outstanding claims for attorney's fees and costs to see if we can reach a stipulation that would avoid the need for a formal application to the Court.

Sincerely,



Tahanie A. Aboushi, Esq.

Enclosure.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MAILA BEACH,

Plaintiff,

-against-

THE CITY OF NEW YORK, SERGEANT GERARD DOWLING (TAX ID 915640), SERGEANT ROBERTO DOMINGUEZ (TAX ID 938384), POLICE OFFICER ANDY COLLADO (TAX ID 968336), AND POLICE OFFICERS ERIC LIANG, POLICE OFFICER CARLOS GARCIA, POLICE OFFICERS JOHN DOES #1-4, said named being fictitious and representing the unknown and intended to be named later New York City Police Department Officers involved in the occurrence herein, individually and in their respective capacities as members of the New York City Police Department,

**RULE 68
OFFER OF JUDGMENT**

21-CV-6737 (ALC)

Defendants.

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants the City of New York, Gerard Dowling, Eric Liang, Carlos Garcia, and any defendant who is currently or subsequently named and hereafter represented by the Office of the Corporation Counsel in this action, hereby offer to allow plaintiff Maila Beach to take a judgment against the City of New York in this action for the total sum of Ten Thousand and One (\$10,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for plaintiff's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants, or any official, employee, or agent, either past or present, of the

City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted by written notice within 14 days after being served.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants, or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants the City of New York, Gerard Dowling, Eric Liang, Carlos Garcia; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff Maila Beach agrees that payment of Ten Thousand and One (\$10,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Maila Beach is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Maila Beach agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Maila Beach further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
 April 16, 2025

MURIEL GOODE-TRUFANT
Corporation Counsel of the
City of New York
Attorney for Defendants City, Dowling, Liang, and Garcia
100 Church Street, Room 3-173A
New York, New York 10007
(212) 356-2410

By: /s/ *Jonathan Hutchinson*
 Jonathan Hutchinson
 Senior Counsel

To: **VIA FIRST CLASS MAIL**
Tahanie Aboushie, Esq.
Attorney for plaintiff
The Aboushie Law Firm
1441 Broadway, Suite 5036
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Attorney for plaintiff
Cohen & Green P.L.L.C.
1639 Centre Street, Suite 216
Ridgewood, NY 11385

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

MAILA BEACH,

Plaintiff,
-against-

DECLARATION OF
SERVICE

21-cv-6737 (ALC)

CITY OF NEW YORK, SERGEANT GERARD
DOWLING (TAX ID 915640), SERGEANT
ROBERTO DOMINGUEZ (TAX ID 938384), POLICE
OFFICER ANDY COLLADO (TAX ID 968336) AND
POLICE OFFICERS ERIC LIANG, POLICE
OFFICER CARLOS GARCIA, POLICE OFFICERS
JOHN DOES #1-4, IN THEIR INDIVIDUAL AND
OFFICIAL CAPACITIES,

,

Defendants.

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TAHANIE A. ABOUSHI hereby declares under penalties of perjury:

1. I am counsel to Plaintiff in the above captioned matter.
2. On April 18 2025, I served upon the Defendants the attached April 18, 2025 letter

accepting Defendants' Rule 68 Offer of Judgment dated April 16, 2025 by e-mailing a letter
accepting the offer, pursuant to the terms of the offer.

Dated: New York, New York
April 18, 2025

By: _____ /s/
Tahanie A. Aboushi
The Aboushi Law Firm PLLC
1441 Broadway Fifth Floor
New York, New York 10018